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DEED RECORDS

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DEED

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That Shell Oil Company, a Delaware corporation and successor to Shell Oil Company, Incorporated, herein called "Shell", for and in consideration of the sum of \$85,000.00, receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey to The Lubrizol Corporation, herein called "Grantee", subject to the covenants, conditions, exceptions and reservations set out below, the following described land in Harris County, Texas:

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068-33-0338

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10.00 acres of land, more or less, situated in the George M. Patrick Survey, Abstract 624, Harris County, Texas, being more particularly described as follows:

BEGINNING at concrete monument set for the southeast corner of a 14.833 acre tract surveyed for the Lubrizol Corporation, said Monument being located South 00° 52' East - 1958.3 feet and West 80.0 feet from a Rail Road rail set in concrete on the south right-of-way of Harris County Navigation District Port Terminal Rail Road, the beginning point also being on the west right-of-way of the New Tidal Road;

THENCE South 00° 52' East along the west right-of-way of said road a distance of 743.5 feet to a 5/8" re-enforcing rod for the southeast corner of the herein described tract;

THENCE West at 490.0 feet pass 5/8" re-enforcing rod and continue for a total distance of 534.0 feet to the center line of a new dug ditch;

THENCE North 08° 50' West along the center of said ditch - 752.3 feet to the southwest corner of the Lubrizol property;

THENCE East along the south line of the Lubrizol property, a distance of 638.4 feet to the PLACE OF BEGINNING and containing 10.00 acres of land, more or less.

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Return to: *Winston, Albina*  
*Wanda & Sean*  
 c/o Mr. J. G. Lawler  
 City Natl Bank  
 Houston, Texas

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Subject to the following exceptions, reservations, and agreements:

1. Existing licenses, easements and rights-of-way on, across and under said land for any pipelines now located on said land.

2. A supplemental agreement of even date between the parties hereto concerning the oil, gas and mineral rights in said land.

To have and to hold the same unto Grantee, its successors and assigns forever, and Shell does hereby warrant and will forever defend the same unto Grantee, its successors and assigns, against the lawful claims of persons claiming by, through or under Shell but not otherwise.

This conveyance is subject to the covenant, hereby made by Grantee, and the condition that Grantee, its successors and assigns, shall not at any time withdraw subsurface water from beneath said 10.00 acres of land for any purpose at a rate in excess of 200 gallons per minute. If this covenant and condition is broken, title to the 10.00 acres herein conveyed will revert to Shell, its successors or assigns, upon re-entry by Shell, or its successors or assigns, on said premises and repayment to Grantee, or its successors and assigns, of the consideration above specified; provided that such re-entry and repayment may be made only if Grantee, its successors or assigns, withdraws water in excess of the rate specified after 30 days' written notice of the breach and if the re-entry and repayment is within 90 days after such notice. Failure to act in the event of any breach or after any notice of breach shall not constitute a waiver as to subsequent

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breaches of this covenant and condition. At the time of such reversion of title, and as evidence thereof, Grantee, its successors and assigns, shall execute and deliver to Shell a conveyance of said 10.00 acres.

Taxes for the current year will be prorated to the date hereof. Shell agrees to reimburse Grantee for Shell's share of such taxes promptly upon receipt of Grantee's invoice.

IN WITNESS WHEREOF, this instrument is executed as of the 2<sup>nd</sup> day of February, 1967.

ATTEST:

SHELL OIL COMPANY

*[Signature]*  
Assistant Secretary

By *[Signature]*  
Vice President

*102*  
*ben*  
*20B*

STATE OF NEW YORK  
COUNTY OF NEW YORK

Before me, the undersigned authority, on this day personally appeared M. P. L. LOVE, Vice President of Shell Oil Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 2nd day of February, 1967.

FILED  
*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*[Signature]*  
Notary Public in and for  
NEW YORK STATE

FEB 22 2 06 PM 1967

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

DOUGLASS W. BARRON  
NOTARY PUBLIC, State of New York  
No. 31-0174400  
Qualified in New York County  
Commission Expires March 30, 1967

FEB 22 1967



*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS